

EXHIBITS 1 TO 3

EXHIBIT 1

48 of 108 DOCUMENTS

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Washington Post

February 18, 1995

SECTION: Sec D; pg 2

LENGTH: 460 words

HEADLINE: Ritz's owners, management in legal battle

BYLINE: Anthony Faiola

DATELINE: Washington; DC; US; South Atlantic

BODY:

Follow the red carpet welcoming guests through the entrance of the Ritz-Carlton Washington, and you'll enter a world of courteous employees and serene luxury. But behind the scenes, the hotel's management and owners are at odds.

The Saudi sheik who owns the Ritz near Dupont Circle, as well as Ritz-Carltons in New York, Houston and Aspen, Colo., filed suit against the upscale Atlanta-based chain, seeking \$ 200 million in damages. The suit alleges that Ritz executives used expense accounts at all four properties like personal piggy banks by throwing lavish parties, and that the company systematically inflated occupancy rates to gain higher management fees.

Ritz denies any mismanagement.

"Some owners have heavy debt service on their hotels, and expect the management company to service that debt," said Karon Cullen, a Ritz spokeswoman. "Often, that's just not realistic."

The suit, filed in New York City last month, come to light after settlement negotiations between Ritz and the hotel's foreign owners fell apart this week.

"There has been mismanagement and lies from the very beginning," Omar R. Benjamin, president of the four limited partnerships that own the hotels, said in an interview yesterday. The partnership is controlled by Sheik Abdul Aziz al-Ibrahim of Saudi Arabia.

"They consistently misrepresented numbers to their financial benefit," Benjamin said. "What they've done is an outrage."

The suit alleges literally hundreds of incidents of mismanagement and excess. At the Ritz-Carlton Washington, for instance, Ritz executives held a \$ 100,000 rooftop party for VIPs, charged personal wardrobes--mostly tuxedos and gowns--to hotel expense accounts and reimbursed an employee for a \$ 100 political contribution, the suit alleges. In Aspen, Ritz executives paid \$ 10,000 for private skiing lessons for its staff, according to the suit.

The Saudi owners also claim that Ritz has been unable to meet its own projections of revenue following the \$ 40 million renovation of hotels in Washington, New York and Houston. Benjamin said Ritz executives misled the partnerships into making the upgrades with revenue projections that were wildly out of line.

The suit alleges that at the Washington property, Ritz added the price of rooms that had been offered to VIPs for free to its books as room revenue.

Ritz admits to lavish parties at the hotels, saying they were thank-yous for guests who spend hundreds of thousands of dollars at their hotels through the years. However, it denied allegations about mismanagement.

Ritz's owners, management in legal battle Washington Post February

"There is no validity to any of this whatsoever," Cullen said. "It's outrageous and completely untrue." Cullen also denied allegations that Ritz withheld financial documents from the owners during the audit.

UMI-ACC-NO: 9528898

LOAD-DATE: March 9, 1995

EXHIBIT 2

CLOSED, LEAD

**1. U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:95-cv-00122-JSM**

N.Y. Overnight, et al v. The Ritz-Carlton, et al

Assigned to: Judge John S. Martin

Demand: \$0

Lead case: 1:95-cv-00122-JSM ([View Member Cases](#))

Cause: 28:1332 Diversity-Breach of Contract

Date Filed: 01/09/1995

Jury Demand: Plaintiff

Nature of Suit: 370 Fraud or Truth-In-Lending

Jurisdiction: Diversity

Plaintiff

N.Y. Overnight Partners, L.P.

represented by **James S Renard**

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William A. Brewer, III

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Plaintiff

D.C. Overnight Partners, L.P.

represented by **James S Renard**
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Robert P. Cummins

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LEAD ATTORNEY

William A. Brewer, III
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Plaintiff

Savanah Limited Partnership

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Plaintiff

New Remington Partners

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TERMINATED: 03/04/1996
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William A. Brewer, III
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TERMINATED: 03/04/1996
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V.

Defendant

The Ritz-Carlton Hotel Company

represented by **Daniel J. King**

TERMINATED: 10/02/1997

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Defendant

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Peter Gruenberger
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LEAD ATTORNEY

Ronald J. Silverman
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Counter Defendant

**Abdul Aziz Abdul Aziz Bin
Ibrahim Al Ibrahim**

represented by **Andrew P. Karamouzis**
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Counter Defendant

Omar R. Benjamin

Counter Defendant

**Newfield Enterprises International,
Inc.**

Counter Defendant

Al Anwae USA, Inc.

Defendant

W.B. Johnson Properties, Inc

represented by **Daniel J. King**
(See above for address)
LEAD ATTORNEY

Peter Gruenberger
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LEAD ATTORNEY

Ronald J. Silverman
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Stefan W. Engelhardt
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Counter Claimant

The Ritz-Carlton Hotel Company
TERMINATED: 10/02/1997

represented by **Daniel J. King**
(See above for address)
TERMINATED: 10/02/1997
LEAD ATTORNEY

Counter Claimant

William B. Johnson

represented by **Daniel J. King**
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LEAD ATTORNEY

Counter Claimant

W.B. Johnson Properties, Inc

represented by **Daniel J. King**
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LEAD ATTORNEY

V,

Counter Defendant

N.Y. Overnight Partners, L.P.

represented by **William A. Brewer, III**
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TERMINATED: 03/04/1996
LEAD ATTORNEY

Counter Defendant

D.C. Overnight Partners, L.P.

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LEAD ATTORNEY

Counter Defendant

Savanah Limited Partnership

represented by **William A. Brewer, III**
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TERMINATED: 03/04/1996
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Counter Defendant

New Remington Partners

represented by **William A. Brewer, III**
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Counter Claimant

The Ritz-Carlton Hotel Company
TERMINATED: 10/02/1997

represented by **Daniel J. King**
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TERMINATED: 10/02/1997
LEAD ATTORNEY

Counter Claimant

William B. Johnson

represented by **Daniel J. King**

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Counter Claimant

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Counter Defendant

The Ritz-Carlton Hotel Company
TERMINATED: 10/02/1997

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TERMINATED: 10/02/1997
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Counter Defendant

William B. Johnson

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Counter Claimant

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Stefan W. Engelhardt
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Defendant

**The Ritz-Carlton Hotel Company,
L.L.C.**
TERMINATED: 10/02/1997

represented by **Peter Gruenberger**
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TERMINATED: 10/02/1997
LEAD ATTORNEY

Defendant

**Abdul Aziz Bin Ibrahi Abdul Aziz
Bin Ibrahim Al Ibrahim**

Defendant

Omar R. Benjamin

Defendant

**Newfield Enterprises International,
Inc.**

Defendant

Al Anwae USA, Inc.

Counter Claimant

The Ritz-Carlton Hotel Company

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Peter Gruenberger
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Stefan W. Engelhardt
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Counter Claimant

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L.L.C.**

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(See above for address)
LEAD ATTORNEY

Counter Claimant

William B. Johnson

represented by **Daniel J. King**
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Counter Claimant

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V.

Counter Defendant

**Abdul Aziz Bin Ibrahi Abdul Aziz
Bin Ibrahim Al Ibrahim**

Counter Defendant

Omar R. Benjamin

Counter Defendant

**Newfield Enterprises International,
Inc.**

Counter Defendant

Al Anwae USA, Inc.

Counter Defendant

N.Y. Overnight Partners, L.P.

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Counter Defendant

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TERMINATED: 03/04/1996
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Counter Defendant

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Counter Defendant

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TERMINATED: 03/04/1996
LEAD ATTORNEY

William A. Brewer, III
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TERMINATED: 03/04/1996
LEAD ATTORNEY

| 2. Date Filed | 3. # | 4. Docket Text |
|---------------|------|--|
| 01/09/1995 | 1 | COMPLAINT filed; Summons issued and Notice pursuant to 28 U.S.C. 636(c); FILING FEE \$ 120.00 RECEIPT # 230354 (jl) (Entered: 01/10/1995) |
| 01/09/1995 | 2 | Rule 9 certificate filed by plttfs. (jl) (Entered: 01/10/1995) |
| 01/09/1995 | | It is suggested that the case be classified as Standard. Magistrate Judge Bernikow is so Designated. (jl) (Entered: 01/10/1995) |
| 01/19/1995 | 4 | Affidavit of service as to The Ritz-Carlton by Ms. charles, person auth. to accept service on 1/9/95 Answer due on 1/29/95 for The Ritz-Carlton (mk) (Entered: 01/24/1995) |
| 01/22/1995 | 3 | AMENDED COMPLAINT by N.Y. Overnight, D.C. Overnight, Savannah Limited, New Remington , (Answer due 2/4/95 for William B. Johnson, for The Ritz-Carlton) amending [1-1] complaint against W.B. Johnson Propert; Summons issued. (gb) (Entered: 01/24/1995) |
| 02/06/1995 | 5 | Affidavit of service of Summons and First Amended Complaint, as to The Ritz-Carlton by personal service and leaving with Loretta Charles, on 2/1/95 (pl) (Entered: 02/08/1995) |
| 02/08/1995 | 6 | RETURN OF SERVICE executed as to The Ritz-Carlton by Rufus A.Chambers on 2/1/95 Answer due on 2/21/95 for The Ritz-Carlton (gb) (Entered: 02/10/1995) |
| 02/08/1995 | 7 | RETURN OF SERVICE executed as to W.B. Johnson Propert by |

| | | |
|------------|----|---|
| | | Rufus A. Chambers on 2/1/95 Answer due on 2/21/95 for W.B. Johnson Propert (gb) (Entered: 02/10/1995) |
| 02/08/1995 | 8 | RETURN OF SERVICE executed as to The Ritz-Carlton by Rufus A. Chambers on 2/1/95 Answer due on 2/21/95 for The Ritz-Carlton (gb) (Entered: 02/10/1995) |
| 02/23/1995 | 11 | Rule 9 certificate filed by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert (ls) (Entered: 03/02/1995) |
| 02/24/1995 | 9 | STIPULATION and ORDER, answer due for 2/28/95 for W.B. Johnson Propert, for William B. Johnson, for The Ritz-Carlton (signed by Judge John S. Martin). (cd) (Entered: 02/28/1995) |
| 02/28/1995 | 10 | ANSWER by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert (Attorney Daniel J. King) to amended complaint ; Firm of: King & Spalding by attorney Daniel J. King for defendant W.B. Johnson Propert (ls) (Entered: 03/02/1995) |
| 02/28/1995 | 10 | COUNTERCLAIM by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert against N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington (ls) (Entered: 03/02/1995) |
| 02/28/1995 | 12 | NOTICE OF MOTION by The Ritz-Carlton, W.B. Johnson Propert purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark... , preliminarily enjoining the above named plttfs & Counterclaim Defits from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. Return date not set as of yet, pending the pre-motion conference on 3/10/95 @11:30. (lam) (Entered: 03/03/1995) |
| 02/28/1995 | 13 | NOTICE OF MOTION by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert purs to Rules 12(b)(6), 9(b) & 12(f) of the FRCP to dismiss certain causes of action of and striking immaterial, impertinent & scandalous matter contained in, the first amended complaint filed in this action . Return date not set pending the pre-motion conference on 3/10/95 @11:30. (lam) (Entered: 03/09/1995) |
| 03/08/1995 | 14 | AMENDED ANSWER to Complaint by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert : amends [10-1] complaint answer (pl) (Entered: 03/13/1995) |
| 03/08/1995 | 14 | COUNTERCLAIM by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert against N.Y. Overnight, D.C. Overnight, New |

| | | |
|------------|----|--|
| | | Remington, W.B. Johnson Propert, N.Y. Overnight, D.C. Overnight, New Remington (pl) (Entered: 03/13/1995) |
| 03/09/1995 | 15 | NOTICE OF MOTION by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington ifor an order, pursuant to Rule 65 of the Federal Rules of Civil Procedure, preliminary enjoining defendants the Ritz-Carlton Hotel Co, et al from destroying, removing, altering or otherwise disiposing of any and all documents within their actual and/or constructive custody, control or possession which are the property of, or owned by, any of plaintiffs in this case. (dj) (Entered: 03/13/1995) |
| 03/09/1995 | 16 | MOTION by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington for James S Renard to appear pro hac vice w/attech. Affid. in supp. by James S. Renard (dktd. and fld. as per chambers on 3/13/95) (pl) Modified on 03/14/1995 (Entered: 03/14/1995) |
| 03/09/1995 | 17 | NOTICE OF MOTION by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington for James S. Renard to appear pro hac vice (dktd. & Fld. as per chambers on 3/13/95) (pl) Modified on 03/14/1995 (Entered: 03/14/1995) |
| 03/10/1995 | 18 | ORDER granting [17-1] motion for James S. Renard to appear pro hac vice, granting [16-1] motion for James S Renard to appear pro hac vice (signed by Judge John S. Martin); Copies mailed (jr) (Entered: 03/14/1995) |
| 03/13/1995 | 19 | MEMORANDUM by The Ritz-Carlton, W.B. Johnson Propert in support of [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named pltffs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (ls) (Entered: 03/14/1995) |
| 03/13/1995 | 20 | AFFIDAVIT in support of vrs. by The Ritz-Carlton, W.B. Johnson Propert Re: [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named pltffs & Counterclaim Defts from denying Riz- |

| | | |
|------------|----|---|
| | | Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (ls) (Entered: 03/14/1995) |
| 03/13/1995 | 21 | ORDER, motion filing deadline for 3/13/95 for deft motion , Response to motion , oral argument set for 10:00 4/6/95 (signed by Judge John S. Martin); Copies mailed (cd) (Entered: 03/14/1995) |
| 03/14/1995 | 22 | NOTICE OF MOTION by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington for Richard W. Barrett to appear pro hac vice . (dj) (Entered: 03/16/1995) |
| 03/14/1995 | 23 | NOTICE of MOTION by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington - that the attached Motion for Admission Pro Hac Vice will be presented at the convenience of the Court and counsel. (dj) (Entered: 03/16/1995) |
| 03/20/1995 | 24 | ORDER, for Richard W. Barrett to appear pro hac vice (signed by Judge John S. Martin); Copies mailed (cd) (Entered: 03/20/1995) |
| 03/24/1995 | 25 | DECLARATION of Michael J. Mahoney in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named plttfs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 26 | DECLARATION Chad Lewis Crandell in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named plttfs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 27 | DECLARATION of David A. Berins in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington |

| | | |
|------------|----|---|
| | | Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named pltffs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 28 | DECLARATION of John G. Sarpa in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named pltffs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 29 | DECLARATION of Cathleen G. Read in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named pltffs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 30 | DECLARATION of William J. Candee IV in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named pltffs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 31 | DECLARATION of Andrew P. Karamouzis in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight |

| | | |
|------------|----|---|
| | | Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named plttfs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 32 | DECLARATION Derek M. Holt in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named plttfs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 33 | DECLARATION of David E. Farbman in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named plttfs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 34 | DECLARATION of Diane K. Fuller in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named plttfs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 35 | DECLARATION of Sharon K. Nicholson in opposition [12-1] motion |

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| | | purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named plttfs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 36 | DECLARATION of David P. Seaman in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named plttfs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 37 | DECLARATION of don Lawson in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named plttfs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 38 | DECLARATION of Brent A. Butler in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named plttfs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |

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| 03/24/1995 | 39 | SUPPLEMENTAL DECLARATION of Cathleen G. Read in opposition [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named pltffs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 40 | AFFIDAVIT in opposition of Omar R. Benjamin Re: [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named pltffs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 41 | DECLARATION of Jon Simon (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 42 | Objection(s) to [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12-2] motion preliminarily enjoining the above named pltffs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington (pl) (Entered: 03/29/1995) |
| 03/24/1995 | 43 | MEMORANDUM by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington in opposition to [12-1] motion purs to FRCP 65: (a) preliminarily enjoining N.Y. Overnight Partners, D.C. Overnight Partners, Savanah Ltd. Partnership & New Remington Partners, Abdul Aziz Bin Ibrahim Al Ibrahim, Newfield Enterprise Int'l, & Al Anwae USA from infringing use of the name or mark "RITZ-CARLTON", the "Lion & Crown Device" design mark..., [12- |

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| | | 2] motion preliminarily enjoining the above named pltffs & Counterclaim Defts from denying Riz-Carlton access to the accounting procedures & depository & investment accounts of the hotels at issue in this litigation,...in accordance with the Amended Operating Agreements at issue herein. (pl) (Entered: 03/29/1995) |
| 03/31/1995 | 44 | STIPULATION and ORDER, Response to counterclaim set for 3/31/95 (signed by Judge John S. Martin). (jr) (Entered: 04/04/1995) |
| 04/03/1995 | 45 | ANSWER by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington to [14-1] counter claim ; by attorney William A. Brewer III. (lam) (Entered: 04/05/1995) |
| 04/03/1995 | 45 | COUNTERCLAIM by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington against The Ritz-Carlton, William B. Johnson (lam) (Entered: 04/05/1995) |
| 04/05/1995 | 46 | ANSWER by Omar R Benjamin, Newfield Enterprises, Al Anwae USA, Inc. to [14-1] counter claim, [10-1] counter claim ; Firm of: by attorney William A. Brewer III for counter-defendant Al Anwae USA, Inc. (pl) (Entered: 04/07/1995) |
| 04/24/1995 | 47 | REPLY by defts The Ritz-Carlton, William B. Johnson to pltffs' [45-1] counter claim. (lam) (Entered: 04/27/1995) |
| 05/01/1995 | 48 | SCHEDULING ORDER setting Discovery cutoff 9/30/95 ; Pretrial order to be submitted on or before 10/31/95 ; (signed by Judge John S. Martin) ; Copies mailed (cd) (Entered: 05/03/1995) |
| 05/17/1995 | 49 | NOTICE of attorney appearance for The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert by Stefan Walter Engelhardt (emil) (Entered: 05/23/1995) |
| 06/05/1995 | 51 | ANSWER to Complaint by Abdul Aziz Bin Ibrahim Al Ibrahim (Attorney William A. Brewer III, James S. Renard, Richard W. Barrett, William J. Candee, Andrew P. Karamouzis) (ae) (Entered: 06/09/1995) |
| 06/07/1995 | 50 | Transcript of record of proceedings filed for dates of 4/11/95 (rag) (Entered: 06/07/1995) |
| 06/22/1995 | 52 | SCHEDULING ORDER setting Discovery cutoff 9/30/95 ; Deadline for filing of all motions 9/30/95 ; Pretrial order to be submitted on or before 10/31/95; see document for other instructions (signed by Judge John S. Martin) ; Copies mailed (cd) (Entered: 06/26/1995) |
| 07/11/1995 | 53 | Transcript of record of proceedings filed for dates of 5/30/95 (mk) (Entered: 07/20/1995) |
| 07/26/1995 | 54 | PROTECTIVE ORDER, for confidentiality (signed by Judge John S. |

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| | | Martin) (ae) (Entered: 07/28/1995) |
| 07/26/1995 | 55 | REPLY by The Ritz-Carlton, William B. Johnson to [45-1] counter claim; by attorney Peter Gruenberger (pl) (Entered: 08/01/1995) |
| 07/26/1995 | 56 | SECOND AMENDED ANSWER to Complaint by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert : amends [10-1] complaint answer (pl) (Entered: 08/01/1995) |
| 07/26/1995 | 56 | COUNTERCLAIM by The Ritz-Carlton, The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert (pl) (Entered: 08/01/1995) |
| 07/26/1995 | 57 | SECOND AMENDED COMPLAINT by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington , (Answer due 8/8/95 for W.B. Johnson Propert, for William B. Johnson, for The Ritz-Carlton) amending [1-1] complaint against The Ritz-Carlton LLC and Jury Demand; Summons issued. (pl) Modified on 08/24/1995 (Entered: 08/01/1995) |
| 08/03/1995 | 58 | ORDER, discovery cutoff 12/31/95 , submission of joint pre-trial order 1/31/96 (signed by Judge John S. Martin); Copies mailed (kg) (Entered: 08/07/1995) |
| 08/15/1995 | 59 | NOTICE OF MOTION by The Ritz-Carlton, W.B. Johnson Propert, William B. Johnson, Ritz-Carlton Hotel Co., L.L.C to dismiss Counts One Through Seven, Eleven and Fourteen of the Second Amended Complt. , No Return date entered on motion (ls) (Entered: 08/21/1995) |
| 08/15/1995 | 60 | BRIEF by The Ritz-Carlton, W.B. Johnson Propert, William B. Johnson, The Ritz-Carlton Hotel Co., L.L.C IN SUPPORT OF [59-1] motion to dismiss Counts One Through Seven, Eleven and Fourteen of the Second Amended Complt. (ls) (Entered: 08/21/1995) |
| 08/15/1995 | 61 | ANSWER by The Ritz-Carlton, The Ritz-Carlton LLC, William B. Johnson, W.B. Johnson Propert (Attorney Peter Gruenberger) to SECOND amended complaint. (lam) (Entered: 08/24/1995) |
| 08/15/1995 | 61 | COUNTERCLAIM by The Ritz-Carlton, The Ritz-Carlton LLC, William B. Johnson, W.B. Johnson Propert against N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington, Abdul Aziz Bin Ibrahi Al Ibrahim, Omar R. Benjamin, Newfield Enterprises, Al Anwae USA, Inc. (lam) (Entered: 08/24/1995) |
| 08/28/1995 | 63 | PRE-TRIAL SCHEDULING ORDER NO. 2 filed (signed by Judge John S. Martin) (kg) (Entered: 09/07/1995) |
| 08/29/1995 | 62 | ANSWER by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington to [61-1] counter claim, [56-1] counter claim, [14-1] counter claim, [10-1] counter claim; by attorney Richard W. Barrett for counter-defendant Abdul Aziz Bin Ibrahim Al Ibrah (pl) (Entered: 08/29/1995) |

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| | | 09/05/1995) |
| 09/05/1995 | 64 | NOTICE OF MOTION by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert, The Ritz-Carlton LLC purs. to Rule 12(b)(6) of the FRCP and purs. to the Court's permission granted at the hearing held on 5/30/95, to dismiss Counts One through Three of Pltffs' Amended Reply and Amended Counterclaims in Reply to Defts' Counterclaims , Return date not indicated. (emil) (Entered: 09/07/1995) |
| 09/05/1995 | 65 | BRIEF by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert, The Ritz-Carlton LLC in support re: [64-1] motion purs. to Rule 12(b)(6) of the FRCP and purs. to the Court's permission granted at the hearing held on 5/30/95, to dismiss Counts One through Three of Pltffs' Amended Reply and Amended Counterclaims in Reply to Defts' Counterclaims (emil) (Entered: 09/07/1995) |
| 09/05/1995 | 66 | REPLY by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert Re: Reply to Plaintiff Amended Counterlaim (pl) (Entered: 09/11/1995) |
| 09/12/1995 | 68 | RESPONSE by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington in opposition to [64-1] motion purs. to Rule 12(b)(6) of the FRCP and purs. to the Court's permission granted at the hearing held on 5/30/95, to dismiss Counts One through Three of Pltffs' Amended Reply and Amended Counterclaims in Reply to Defts' Counterclaims (pl) (Entered: 09/19/1995) |
| 09/15/1995 | 67 | STIPULATION and ORDER, Plaintiffs and Additional Defendants on Counterclaims shall have an extension of time through and including 9/12/95, within which to file and serve a response to defendants' pending Motion to Dismiss and to the companion motion to dismiss various counts of plaintiffs' amended counterclaims which defendants plan to file in next several days. , Response to motion reset to 9/12/95 [64-1] motion purs. to Rule 12(b)(6) of the FRCP and purs. to the Court's permission granted at the hearing held on 5/30/95, to dismiss Counts One through Three of Pltffs' Amended Reply and Amended Counterclaims in Reply to Defts' Counterclaims, reset to 9/12/95 [59-1] motion to dismiss Counts One Through Seven, Eleven and Fourteen of the Second Amended Complt., reset to 9/12/95 [13-1] motion purs to Rules 12(b)(6), 9(b) & 12(f) of the FRCP to dismiss certain causes of action of (signed by Judge John S. Martin). (ae) (Entered: 09/19/1995) |
| 09/25/1995 | 69 | STIPULATION and ORDER, Reply to Response to Motion reset to 9/29/95 [64-1] motion purs. to Rule 12(b)(6) of the FRCP and purs. to the Court's permission granted at the hearing held on 5/30/95, to dismiss Counts One through Three of Pltffs' Amended Reply and |

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| | | Amended Counterclaims in Reply to Defts' Counterclaims (signed by Judge John S. Martin). (cd) (Entered: 09/29/1995) |
| 09/29/1995 | 70 | REPLY BRIEF by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert in support Re: [64-1] motion purs. to Rule 12(b)(6) of the FRCP and purs. to the Court's permission granted at the hearing held on 5/30/95, to dismiss Counts One through Three of Pltffs' Amended Reply and Amended Counterclaims in Reply to Defts' Counterclaims, [59-1] motion to dismiss Counts One Through Seven, Eleven and Fourteen of the Second Amended Complt., [13-1] motion purs to Rules 12(b)(6), 9(b) & 12(f) of the FRCP to dismiss certain causes of action of (pl) (Entered: 10/05/1995) |
| 10/03/1995 | 71 | REQUEST for Production of Documents and Inspection of Things by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington (pl) (Entered: 10/10/1995) |
| 10/31/1995 | 74 | NOTICE of attorney appearance for The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert by Ronald J. Silverman (lam) (Entered: 11/15/1995) |
| 10/31/1995 | 75 | PRE-TRIAL SCHEDULING ORDER NO. 3 filed (signed by Judge John S. Martin) (kg) (Entered: 11/16/1995) |
| 11/02/1995 | 72 | ORDER, ... thus, defendants' motion is denied without prejudice to renewal either by motion at the close of discovery or at the end of plaintiffs' case. SO ORDERED. (signed by Judge John S. Martin); Copies mailed (dj) (Entered: 11/13/1995) |
| 11/03/1995 | 73 | MEMORANDUM OPINION AND ORDER # 75674 denying without prejudice to renew [64-1] motion purs. to Rule 12(b)(6) of the FRCP and purs. to the Court's permission granted at the hearing held on 5/30/95, to dismiss Counts One through Three of Pltffs' Amended Reply and Amended Counterclaims in Reply to Defts' Counterclaims SO ORDERED: (Signed by Judge John S. Martin); (ae) (Entered: 11/14/1995) |
| 11/06/1995 | 78 | UNOPPOSED NOTICE OF MOTION by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington for Scott S. Hershman to appear pro hac vice to represent plaintiffs N.Y. Overnight Partners, L.P., D.C. Overnight Partners, L.P., Savanah Limited Partnership, and New Remington Partners in this action. , Return date not indicated. (ae) Modified on 11/17/1995 (Entered: 11/17/1995) |
| 11/07/1995 | 76 | NOTICE OF MOTION by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington for Robert P. Cummins to appear pro hac vice. With attached affidavit of Robert P. Cummins. (lam) (Entered: 11/16/1995) |

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| 11/07/1995 | 77 | ORDER GRANTING [76-1] motion for Robert P. Cummins to appear pro hac vice. (signed by Judge John S. Martin); Copies mailed (lam) (Entered: 11/16/1995) |
| 11/07/1995 | 79 | ORDER granting [78-1] motion for Scott S. Hershman to appear pro hac vice to represent plaintiffs N.Y. Overnight Partners, L.P., D.C. Overnight Partners, L.P., Savanah Limited Partnership, and New Remington Partners in this action. (signed by Judge John S. Martin); Copies mailed (djc) (Entered: 11/20/1995) |
| 02/05/1996 | 80 | PRE-TRIAL SCHEDULING ORDER No. 4 setting Discovery cutoff 7/12/96 ; Proposed Consolidated Pretrial Order to be submitted on or before 8/15/96 ; (See doc. for more information) SO ORDERED: (signed by Judge John S. Martin) (ae) (Entered: 02/06/1996) |
| 02/20/1996 | 81 | NOTICE OF MOTION for Bickel & Brewer to withdraw as counsel of record for plaintiffs and counterclaim defendants in this action. , Return date not indicated. (ae) (Entered: 02/21/1996) |
| 02/20/1996 | 82 | NOTICE OF MOTION by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington to fix amount of charging lien , and retaining lien for attorney fees and disbursements. , Return date not indicated. (ae) (Entered: 02/21/1996) |
| 02/21/1996 | 83 | NOTICE of attorney appearance for Additional Defendants on counterclaim (pl) (Entered: 02/23/1996) |
| 02/26/1996 | 84 | Filed Memo_Endorsement on letter dated 2/21/96, "Granting" request that this Firm be permitted to appear on behalf of the referenced parties for the limited purpose described above and to have until next Friday, 3/1/96 to file and serve any response to B&B's pending motions ..So Ordered... (signed by Judge John S. Martin) (pl) (Entered: 02/27/1996) |
| 03/04/1996 | 85 | ORDER GRANTING [81-1] motion for Bickel & Brewer to withdraw as counsel of record for plaintiffs and counterclaim defendants in this action. Mayer, Brown & Platt shall enter an appearance in this matter on or before 3/8/96, subject to the following; (see doc. for more information) SO ORDERED: (signed by Judge John S. Martin) (ae) (Entered: 03/05/1996) |
| 03/29/1996 | 86 | NOTICE OF MOTION by N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington for enforcement of fee agreements purs to Court Order. Return date not indicated. (lam) (Entered: 04/01/1996) |
| 03/29/1996 | 86 | DECLARATION by William J. Candee IV, former atty for N.Y. Overnight, D.C. Overnight, Savanah Limited, New Remington in SUPPORT of [86-1] motion for of fee agreements purs to Court Order. (lam) (Entered: 04/01/1996) |

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| 04/22/1996 | 87 | SEALED DOCUMENT placed in vault (da) (Entered: 04/24/1996) |
| 05/09/1996 | 88 | Transcript of record of proceedings filed for dates of 3/1/96 before Judge Martin (portions of transcript sealed). (rag) (Entered: 05/09/1996) |
| 07/23/1996 | 89 | STIPULATION and ORDER, the undersigned stipulate and agree, in connection with Bickel & Brewer's Motions to Fix Charging and Retaining Liens, as follows: 1. plaintiffs, through their counsel Mayer, Brown & Platt, shall immediately disburse to Bickel & Brewer \$390,387.51, which is held in escrow in accordance with the provisions of this Court's Order, dated March 4, 1996; 2. Bickel Brewer shall reasonably cooperate and confer with Mayer, Brown & Platt in effecting further transition in this action up to an expenditure of \$10,000 of professional time at Bickel & Brewer's prevailing billing rates.... (signed by Judge John S. Martin). (dj) (Entered: 07/24/1996) |
| 10/03/1996 | 90 | PRE-TRIAL SCHEDULING ORDER NO. 5 : Between 10/21/96 and 1/10/97 (the "Period") the parties shall be permitted to take depositions totalling up to 35 days of testimony per side etc. ; The parties shall jointly request a scheduling confrence with the Court on 1/13/97 ; Any party may ask the Court during the Period to schedule a settlement conference after 11/3/96 (see doc.) (signed by Judge John S. Martin) ; Copies mailed (lam) (Entered: 10/07/1996) |
| 01/17/1997 | 91 | PRETRIAL SCHEDULING ORDER NO. 6 filed; Each party's respective expert witnesses regarding matters on which that party bears the burden of proof shall be designated on or before February 3, 1997 and any rebuttal experts shall be designated on or before February 24, 1997..; depositions of affirmative expert witnesses may commence on May 23,1997; Each party's respective rebuttal experts regarding matters on which that party or parties bears the burden of proof ("rebuttal expert witnesses") shall file on or before July 14,1997, a rebuttal expert report purs to the terms of FRCP 26(a)(2)(B); the deadline for completieon of all discovery (except for matters reflected in paragraph 9 below) and any request to the court for permission to file motions purs. to Rule 56, FRCP, shall be September 30, 1997.. the parties shall submit a proposed consolidated pretrial order by October 31,1997; all deadlines set forth herein shall not be extended except by order of this Court upon good cause shown.; the foregoing has been agreed to by the undersigned counsel for the parties.... (signed by Judge John S. Martin) (dj) (Entered: 01/21/1997) |
| 02/04/1997 | 92 | Filed Memo_Endorsement on letter dated 2/3/97 to Judge Martin from Nicholas W. Lobenthal. Request for one week extension of all dates set forth in the Court's most recent Stipulated Pre-Trial Scheduling |

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| | | Order No. 6 is so ordered. (signed by Judge John S. Martin) (kw) (Entered: 02/05/1997) |
| 02/10/1997 | 93 | Defendants' and Counterclaimants designation of expert witness Francis J. Nardozza (pl) (Entered: 02/11/1997) |
| 02/10/1997 | 94 | Defendants' and Counterclaimants' Designation of Expert Witness James J O'Brien (pl) (Entered: 02/11/1997) |
| 02/11/1997 | 95 | EXPERT Witness list by N.Y. Overnight, D.C. Overnight, Savannah Limited, New Remington, The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert (cd) (Entered: 02/11/1997) |
| 02/19/1997 | 96 | STIPULATION, between the parties subject to the conditions set forth in the stipulation, plaintiffs may continue to utilize the services of C&L and its agents, including at trial, and defendants may continue to utilize the services of Ellwood and its agents, including at trial. (see document) (signed by Judge John S. Martin). (kw) (Entered: 02/20/1997) |
| 03/03/1997 | 97 | Rebuttal Expert Witness Designations Of Pltffs. And Additional Defts. On Counterclaims (ls) (Entered: 03/04/1997) |
| 03/04/1997 | 98 | Defendants' and counterclaimants Objection(s) to Plaintiffs' affirmative expert witness designations and designations of rebuttal expert witnesses (pl) (Entered: 03/05/1997) |
| 03/11/1997 | 99 | NOTICE and CORRECTION OF ERRATA in defts' and counterclaimants' (1) objections to pltffs' affirmative Expert Witness Designations ; and (2) Designations of Rebuttal Expert Witnesses by The Ritz-Carlton, William B. Johnson, W.B. Johnson Properties and Ritz-Carlton Hotel Co. (lam) (Entered: 03/13/1997) |
| 03/11/1997 | 100 | Defts' and Counterclaimants' : (1) Objection(s) to pltffs' affirmative expert witness designations ; and (2) further designations of rebuttal expert witnesses by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert, The Ritz-Carlton LLC (lam) (Entered: 03/13/1997) |
| 05/12/1997 | 101 | PRE-TRIAL SCHEDULING ORDER #7 : each party's affirmative expert witnesses shall file a report by 5/20/97, except for pltffs' expert, John D. Burns, which is extended to 5/27/97; Depositions of these witnessed to commence on 6/23/97, except for John D. Burns on 6/30/97 ; each party's rebuttal experts to file a report by 9/9/97 ; depositions of these witnesses to commence on 10/21/97 ; setting Discovery cutoff 12/2/97 ; Proposed consolidated Pretrial order to be submitted on or before 1/27/98. (signed by Judge John S. Martin) ; Copies mailed (lam) (Entered: 05/13/1997) |
| 05/20/1997 | 102 | SEALED DOCUMENT placed in vault (sp) (Entered: 05/21/1997) |

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| 05/20/1997 | 103 | SEALED DOCUMENT placed in vault (sp) (Entered: 05/21/1997) |
| 05/20/1997 | 104 | SEALED DOCUMENT placed in vault (sp) (Entered: 05/21/1997) |
| 05/20/1997 | 106 | Sealed Document (ae) Modified on 05/23/1997 (Entered: 05/21/1997) |
| 05/20/1997 | 107 | Sealed Document (ae) Modified on 05/23/1997 (Entered: 05/21/1997) |
| 05/21/1997 | 105 | SEALED DOCUMENT placed in vault (sp) (Entered: 05/21/1997) |
| 05/21/1997 | 109 | SEALED DOCUMENT placed in vault - see document # 112. (rag) (Entered: 05/29/1997) |
| 05/21/1997 | 110 | SEALED DOCUMENT placed in vault - see document # 112. (rag) (Entered: 05/29/1997) |
| 05/23/1997 | 108 | SEALED DOCUMENT placed in vault (af) (Entered: 05/23/1997) |
| 05/28/1997 | 113 | SEALED DOCUMENT placed in vault (sp) (Entered: 05/29/1997) |
| 05/29/1997 | 112 | SEALED DOCUMENT placed in vault (rag) (Entered: 05/29/1997) |
| 06/09/1997 | 114 | Letter filed by The Ritz-Carlton, William B. Johnson, W.B. and Johnson Propert dated 6/9/97 to Judge Martin requesting redress of plaintiffs' deliberate refusal to provide discovery and the resultant interference with defendants' preparation for trial. (kw) (Entered: 06/10/1997) |
| 06/27/1997 | 115 | SCHEDULING ORDER #8 setting Pretrial order to be submitted on or before 2/18/98; see other listed information (signed by Judge John S. Martin) ; Copies mailed (cd) (Entered: 06/30/1997) |
| 06/27/1997 | 116 | SEALED DOCUMENT placed in vault (da) (Entered: 06/30/1997) |
| 07/01/1997 | 117 | SEALED DOCUMENT placed in vault (af) (Entered: 07/01/1997) |
| 07/02/1997 | 118 | SEALED DOCUMENT placed in vault (da) (Entered: 07/02/1997) |
| 07/17/1997 | 119 | PRE-TRIAL SCHEDULING ORDER No. 9 setting Discovery cutoff 3/23/98 ; Consolidated Pretrial order to be submitted on or before 5/17/98 ; All deadlines set forth herein shall not be extended except by Order of this Court upon good cause shown. (signed by Judge John S. Martin) ; Copies mailed (ae) (Entered: 07/21/1997) |
| 09/09/1997 | 120 | Transcript of record of proceedings before Judge Martin filed for date of July 3, 1997 (bm) (Entered: 09/09/1997) |
| 10/02/1997 | 121 | STIPULATION and ORDER, the Ritz-Carlton, L.L.C., shall be dropped from this case pursuant to Rule 21, F.R.C.P. (signed by Judge John S. Martin). (pl) (Entered: 10/02/1997) |
| 11/07/1997 | 122 | AMENDED ANSWER to Second Amended Complaint and |

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| | | Counterclaims by The Ritz-Carlton, William B. Johnson, W.B. Johnson Propert: amends [61-1] complaint answer. (ae) (Entered: 11/12/1997) |
| 12/05/1997 | 123 | Transcript of record of proceedings before Judge Martin filed for dates of October 6, 1997 (pl) (Entered: 12/05/1997) |
| 12/10/1997 | 124 | CONSOLIDATION ORDER; N.Y. Overnight Partners, L.P., et al. v. The Ritz-Carlton Hotel Company, et al., 95 civ 1022 (JSM) ("Case I") and Ritz-Carlton Hotel Co., LLC v. N.Y. Overnight Partners, L.P., et al., 97 Civ. 5760 (JSM) ("Case II"), are consolidated for all discovery and trial purposes, subject only to the certain separate scheduling provisions set forth in Case I Pre-Trial Scheduling Order No. 10 and Case II Pre-Trial Scheduling Order No. 1; the above captioned for this Consolidation Order shall be used for all subsequently fld. doc's. in either Case I or Case II ; all discovery in Case I is usable in Case II (as if taken or produced in case II), and vice versa; there will be no duplication of discovery previously taken or produced in Case I in Case II ; set proposed joint consolidated Case I/Case II pre-trial order due for 2/1/99 ; all further pre-trial scheduling orders relating to either Case I or Case II shall be fld. as Consolidated Pre-Trial Scheduling Orders for both cases under the caption set forth above; all deadlines set forth herein shall not be extended except by Order of this Court upon good cause shown ; (signed by Judge John S. Martin); Copies mailed (ls) (Entered: 12/12/1997) |
| 12/10/1997 | 125 | PRE-TRIAL SCHEDULING ORDER NO. 10; regarding amendments to the pre-trial schedule as set forth in this Order (signed by Judge John S. Martin); Copies mailed (sac) Modified on 12/16/1997 (Entered: 12/15/1997) |
| 12/10/1997 | | Consolidated Lead Case. (dcap) (Entered: 11/16/1999) |
| 01/07/1998 | 126 | PRE-TRIAL SCHEDULING ORDER NO.11: regarding the amended pre-trial schedule as set forth in this order; discovery cutoff 7/13/98; proposed joint consolidated pre-trial order to be submitted on or before 3/16/99. (signed by Judge John S. Martin) ; Copies mailed (kw) Modified on 01/09/1998 (Entered: 01/08/1998) |
| 01/30/1998 | 127 | PRE-TRIAL SCHEDULING ORDER NO. 12: The deadline for serving additional written discovery requests has lapsed, except for the matters covered by paragraph 9. Depositions of fact witnesses, as set forth in Pre-Trial Scheduling Order No. 5, may continue until the deadline for completion of discovery. Discovery and any requests to the court for permission to file motions purs to Rule 56, FRCP shall be 8/7/98; joint proposed consolidated pretrial order to be submitted on or before 4/12/99; (signed by Judge John S. Martin); Copies mailed (dj) Modified on 02/03/1998 (Entered: 02/02/1998) |

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| 02/25/1998 | 128 | PRE-TRIAL SCHEDULING ORDER No. 13: regarding rules that shall govern all pretrial activity in this action; the deadline for completion of all discovery and any requests to the court for permission to file motions pursuant to Rule 56, FRCP shall be 9/4/98; the parties shall submit a proposed consolidated pre-trial order by 5/10/99. The pre-trial order submitted in this case shall be joint consolidated pre-trial order for this case 97 civ. 5760. All deadlines set forth shall not be extended except by Order of this Court upon good cause shown. (signed by Judge John S. Martin); Copies mailed (kw) (Entered: 02/27/1998) |
| 03/25/1998 | 129 | STIPULATION AND ORDER of dismissal purs to Rule 41(a)(1)(ii) of counterclaims and third party claims with prejudice, without costs to any party, all parties bearing their own costs and attorneys' fees; (signed by Judge John S. Martin) (dj) Modified on 03/26/1998 (Entered: 03/26/1998) |
| 03/25/1998 | | Case closed (dj) (Entered: 03/26/1998) |
| 06/03/1998 | 130 | Filed Memo-Endorsement on letter addressed to Judge Martin from Kevin L. Smith, dated 6/1/98; counsel for John B. Coleman requests that this Court postpone its order that the documents in question be destroyed and allow Coleman to make a motion, purs. to Rule 24 of the FRCP, to intervene in this action for the purpose of preserving this evidence and seek appropriate relief from this Court. Application for a stay granted pending a conference at 3:00 p.m. on 6/2/98 (signed by Judge John S. Martin) (sac) Modified on 06/09/1998 (Entered: 06/05/1998) |
| 06/03/1998 | 131 | ORDER; by letter dated 6/1/98, intervenor John B. Coleman asks the Court to stay destruction of certain documents purs. to the Settlement Agreement between the parties to this action. For the reasons set forth at conference on 6/2/98, the application for a stay of destruction of documents is denied (signed by Judge John S. Martin); Copies mailed (sac) (Entered: 06/05/1998) |
| 08/06/1998 | 132 | Transcript of record of proceedings filed before Judge Martin for dates of 6/2/98 (sac) (Entered: 08/06/1998) |

EXHIBIT 3

45 of 108 DOCUMENTS

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LENGTH: 649 words

HEADLINE: Lawyers Duke It Out in Suit Involving Saudi Sheik

BYLINE: Toni Locy, Washington Post Staff Writer

BODY:

The brother-in-law of the king of Saudi Arabia became quite distressed this month by a letter he received in Tunisia from a Washington lawyer. The letter said a former employee claiming to have "pictures and videotapes" wanted \$ 10 million or would make them public as part of a lawsuit.

But Sheik Abdul Aziz al-Ibrahim wasn't going to be intimidated and turned to his lawyers at Sidley & Austin, a big Chicago-based firm with an office in Washington.

The Sidley & Austin lawyers decided to beat the former employee's attorney, Mark London, to the courthouse and filed an unusual lawsuit, seeking the same amount: \$ 10 million. They also asked for and got a temporary injunction to keep London and his client, George Edde, from making public "scurrilous and outrageous" allegations that could cause "embarrassment and humiliation to both [the sheik] and the Saudi royal family."

The lawsuit raises a number of issues for lawyers and their use of so-called demand letters and draft complaints -- the tools they employ to get people to pay now or possibly pay a lot more later if they don't settle a dispute before a lawsuit is filed. Those questions include how far a lawyer can go and when the demand becomes a threat or outright extortion.

From London's side of it, the lawsuit also raises questions about whether lawyers can sue other lawyers to get them to back off on such demands.

The sheik's lawsuit seeks to resolve most, if not all, of those issues in private. So far, his lawyers have succeeded in keeping secret exactly what activities are depicted in the pictures and videotapes that Edde claims to have.

U.S. District Judge Paul L. Friedman has sealed copies of London's original letter and draft complaint and other court papers. He also held a hearing Monday behind closed doors and has sealed the transcript.

But Friedman refused to close a hearing Thursday when a Washington Post reporter showed up. He told lawyers on both sides that "everything will be public" from now on.

From what can be gathered from the few court documents that are public, the dispute between Ibrahim and Edde stems from allegations of a crime committed by both men.

Edde, who served as a low-level assistant to the sheik for many years, contends that Ibrahim had won large sums of money gambling in the United States and did not want to report the winnings to the Internal Revenue Service, according to court papers. Instead, Ibrahim asked Edde to pretend that they were his winnings and to pay income taxes on them, the court papers said. Edde says the sheik promised to reimburse him but never did.

The sheik's lawyers at Sidley & Austin portrayed Edde as a disgruntled employee who was fired for misconduct four years ago. They also cast London, Edde's attorney, as trying to muscle \$ 10 million out of the sheik.

Lawyers Duke It Out in Suit Involving Saudi Sheik The Washington Post Ju

London is outraged. During Thursday's hearing, he accused the Sidley & Austin lawyers of "holding me hostage and demanding that I sell out my client." London repeatedly asked Friedman to dismiss the case and lift the temporary injunction. The judge refused until he can hold another hearing Wednesday.

Sidley & Austin lawyers said they would drop the lawsuit if London would turn over the pictures and videotapes and agree not to make public the allegations against the sheik that have, in their opinion, nothing to do with the dispute over the gambling winnings.

"The price of my freedom is to sell out my client," London said. "The allegations were true, and they were relevant. . . . If I shirk my duty because one of the world's richest men and his law firm can intimidate me, what do I do for my next client?"

London, contending that his small firm is being picked on, pleaded with Friedman "to stop this cannibalism. Please stop this law firm, whose named partners are dead, to save the named partners of our firm, who are still alive."

LOAD-DATE: June 25, 1995